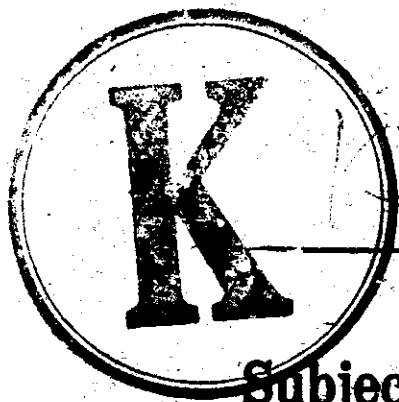


1950.

File No. O. Mohamadan
Law/50



Legal Deptt.
A BRANCH

Subject:— Opinions under the
Mohmedan Law.

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O. Mohamadan Law/50

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Opinions under the Mahomedan Law.

1. 8061/24-6-50 Re: Claim of the husband's share of his wife's share in property on her divorce. 1-8
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N.R.D.
11-6-56
O.S.

Wt 19/6

Wt 19/6

Office of the Bahadur

Claim of the Nawab of
Sechin to his wife's
share in property on
her divorce.

A divorce by Khula is a divorce with the consent and at the instance of wife, in which she gives or agrees to give a consideration to the husband for her release from the marriage tie. In such a case the terms of the bargain are matters of arrangement between the husband and wife and the wife may, as the consideration, release her dower and other rights, or make any other agreement for the benefit of the husband (see Mulla's Mahomedan Law, II Edn. PP. 238-39). In the present case, Huzoor Sultan Khatai Mahel asked for divorce by Khula in consideration of not claiming her dower and all other rights to which she is entitled as his wife. If as a result of this arrangement she has given up her share in the 'Khatai Mahel' then there would be no objection to substituting the Nawab's name for his divorced wife's name in the record of rights. It is not clear from the papers whether she had relinquished her share in this bungalow in favour of the Nawab. On the other hand it appears from the letter of the Collector of Surat, dated 24-9-49 kept below that she has been claiming her share in the property. Unless therefore the dispute is settled in a court of law it would not be proper for the Collector to agree to carry out notations in the record of rights as requested by the Nawab.

SA/-
14-6

Remembrance of Legal Affairs.

U.R. & P. & S.D.No. 8082 dated 14th June 1950.

H.R.D.
8-6-56
C-4

Office of the Consul

According to the letter of the Consulate General of India, New York the amount was to be distributed among three heirs of the deceased woman viz, (i) wife Ayeshabibi and (ii) two minor daughters Maryum and Khadija. Since in the mean time Ayeshabibi died, her share would go to her heirs and not to the heirs of the deceased woman. Consequently Sharifa and Ismail not being the heirs of Ayeshabibi would not be entitled to claim any thing. The amount paid to them should be recovered from them and paid to the heirs of Ayeshabibi. Her father and mother would each be entitled to 1/6th share and the rest would go to the two daughters. If her father and mother are not alive, the whole share may be paid to the two minor daughters on taking an indemnity bond from the guardian.

Sd/-
7-6-30

Remembrances of Legal Affairs.

W.L.S. to H.D. No. 8326, dated the 19th June 1930.

H.R.D.
8-6-30
C-4

Office of the Rajah.

Re: Divorce by
Marriage.

The divorce obtained by Shrimati Manjurali from
her husband is valid although the conditions attached
thereto regarding the custody of the child is void.

Sd/-
69

Memorandum of Legal Affairs.

U.S. to E.D. No. 742-confi dated the 6th October 1950.

H.R.D.
8-6-56
C.L.